

REORGANIZATION PLAN SUBMITTAL SHEET

(Each municipality in a School Union must be indicated separately.)

School Administrative Units Included in APPROVED Notice of Intent	School Administrative Units Submitting Reorganization Plan
Durham School Department	Durham School Department
Freeport School Department	Freeport School Department
M.S.A.D. No. 62 (Pownal)	M.S.A.D. No. 62 (Pownal)

Contact Information:

RPC Chairs

Name:	Laurie Poissonnier	John Gleason	Paul Schumann
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	paul.schumann@tdbanknorth.com (Paul Schumann)		

Date Plan Submitted: July 17, 2008
Date Plan Resubmitted: Sept. 4, 2008
Date Plan Resubmitted: Sept. 18, 2008

Proposed RSU Operational Date: July 1, 2009

Lawrie Bissomier

Signature/Title

9-18-08

Date

Durham

SAU

John Gleason

Signature/Title

9-18-08

Date

Freeport

SAU

Paul Schurman

Signature/Title

9-18-08

Date

M.S.A.D No. 62

SAU

Signature/Title

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SAU

Reorganization Plan Cover Sheet
(Please attach Reorganization Plan as Exhibit A)

Required Elements							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ¹	Need Assistance ²
3.A(1)	SAUs included in RSU		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(2)	Size of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Composition of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Apportionment of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(3)	Method of voting of the governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(4)	Composition of local school committees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Powers of local school committees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Duties of local school committees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(5)	Disposition of real & personal school property		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(6)	Disposition of existing school indebtedness (if not using provisions of section 1506)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Disposition of lease-purchase obligations (if not using provisions of section 1506)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(7)	Assignment of school personnel contracts		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of school collective bargaining agreements		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of other school contractual obligations		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(8)	Disposition of existing school funds and existing financial obligations		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(9)	Transition plan that addresses the development of a budget for the first school year		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Transition plan that addresses interim personnel policies		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(10)	Documentation of the public meeting(s) held to prepare or review reorganization plan		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(11)	Explanation of how units that approve reorganization plan will proceed if one or more units do not approve the plan		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(12)	Estimate of cost savings to be achieved		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(13)	Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

¹ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

² Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

Parameters for Plan Development							
Law Reference Item Number Sub-Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ³	Need Assistance ⁴
3.B(1)	Enrollment meets requirements (2,500 except where circumstances justify an exception ⁵)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, Parameter B	When viewed in conjunction with surrounding proposed units, may not result in one or more municipalities being denied the option to join an RSU		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(2)	Comprehensive programming for all students grades K - 12.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Includes at least one publicly supported high school		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(3)	Consistent with policies set forth in section 1451		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(4)	No displacement of teachers		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No displacement of students		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-26, Parameter F	The plan must address how the school administrative unit will reorganize administrative functions, duties and noninstructional personnel so that the projected expenditures of the reorganized school unit in fiscal year 2008-2009 for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program ⁶		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Collaborative Agreements							
						Yes	No
Does your plan currently include information/documentation on collaborative agreements? (not required, but encouraged)						<input type="checkbox"/>	<input checked="" type="checkbox"/>

Exceptions to 2,500 minimum

Actual number of students for which the SAU is fiscally responsible: **1,955**

Exception	Exception Claimed in Plan	Documentation Provided? (Please attach as Exhibit B)	
		Yes	No
Geography	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Demographics	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Economics	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Transportation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Population Density	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other Unique Circumstances	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

³ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

⁴ Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

⁵ Please note in the *Exceptions to 2500 minimum* section on next page

⁶ This requirement is only for those who plan to be operational as an RSU in fiscal year 2008-2009, in accordance with a Reorganization Plan that is approved by the Commissioner and by the voters.

Explanation of Barriers –

Please use this section to explain any/all barriers identified on the previous page as a barrier in completing your Reorganization Plan.

Law Reference/Required Element	Explanation of the barrier

Assistance Needs –

Please use this section to describe your needs for assistance and from whom you need assistance.

Law Reference/Required Element	Explanation of your assistance need	Assistance needed from whom?

REORGANIZATION PLAN

SAU Submitting: Durham, Freeport, M.S.A.D. No. 62

Contact Information: Shannon Welsh, Union 30

353-6711

Elaine Tomaszewski, Freeport & M.S.A.D. No. 62

865-0928 ext. 5

Date Submitted by SAU: July 17, 2008

Date Resubmitted by SAU: September 4, 2008

Date Resubmitted by SAU: September 18, 2008

Proposed RSU Operational Date: July 1, 2009

This Plan proposes the reorganization of Durham School Department, Freeport School Department, and Maine School Administrative District (“M.S.A.D.”) No. 62 (also collectively referred to as “SAUs”) into a single Regional School Unit (“RSU”).

The Plan has been prepared by the Durham/Freeport/Pownal Reorganization Planning Committee (“RPC”), and is submitted by Durham School Department, Freeport School Department, and M.S.A.D. No. 62 to the State Commissioner of Education for approval before being brought to a vote by referendum.

The towns of Durham, Freeport and Pownal propose a reorganization plan for the purposes of improving the educational quality of all three towns, meeting State statutory requirements, and providing equity and fairness for its member municipalities. To achieve this purpose, the Durham/Freeport/Pownal RPC formed a “Quality of Educational Services Subcommittee”. This Subcommittee has advised the RPC on the challenges and opportunities arising from consolidation with respect to the delivery of educational services to students in the member communities. The Subcommittee, consisting of teachers, administrators, school committee members and members of the public, explored issues such as curriculum opportunities and coordination, professional development standards, expectations regarding course offerings, standards of evaluation and assessment, and projections on enrollment and capacity. The Subcommittee explored these issues in depth and advised the RPC on its findings and recommendations. (The report of this Subcommittee is attached to this Plan as Exhibit C.)

The Subcommittee determined that school consolidation, if implemented in a systematic, purposeful manner, could enhance and improve learning and teaching opportunities across the three communities.

The Subcommittee found that consolidation could present many opportunities for program enhancement and provide a framework to strengthen educational delivery to our students. For that to occur successfully there must be a balance of structural supports and systematic change that consistently promotes the success of all students.

The Subcommittee's report made a number of recommendations that can guide and inform the decisions and actions of the RSU Board and Administration as they effect the reorganization of the three school units creating a new educational unit. These recommendations are also intended to be used in early decision making with regard to K – 12 Programming, Supports for Students, and Professional Development.

1. The units of school administration to be included in the proposed reorganized regional school unit.

The proposed RSU includes the following school administrative units:

- A. Town of Durham, a municipal school unit;
Town of Freeport, a municipal school unit; and
Maine School Administrative District No. 62 (Pownal)

2. The size, composition and apportionment of the governing body.

The RSU Board shall be composed of eleven (11) members. Each municipality in the RSU shall elect the following number of its residents to serve on the Board.

Municipality	Population	# of Board Members
Freeport	8,151	6
Durham	4,075	3
Pownal (M.S.A.D. No. 62)	1,596	2

Each Board member shall serve a 3-year term, except that the initial terms of the members of the first RSU Board shall be staggered. Since each

municipality of the RSU has annual elections, lots will be drawn for the length of term specified as follows:

- A. Municipalities with annual elections. In municipalities with annual elections, 1/3 of the directors serve one-year terms, 1/3 of the directors serve 2-year terms and 1/3 of the directors serve 3-year terms. If the number of directors is not evenly divisible by 3, the first remaining director serves a 3-year term and the 2nd remaining director serves a 2-year term.

The directors shall serve their terms as determined at the organization meeting and an additional period until the next regional election of the municipalities. Thereafter, the directors' terms of office are as established in accordance with the provisions of Title 20-A Section 1471.

3. The method of voting of the governing body.

The RSU Board shall use the "Method B" weighted voting method (as defined in law), as follows:

METHOD "B" WEIGHTED VOTING						
MUNICIPALITY	2006 Est. CENSUS	% POP	TOTAL VOTES (995 to 1005)	# DIR	VOTES PER DIRECTOR	% DEVIATION OF VOTING POWER
Durham	4075	29.5%	295	3	98	9.8%
Freeport	8151	59.0%	590	6	98	9.8%
Pownal	1596	11.5%	115	2	58	5.8%
TOTALS	13822	100.0%	1000	11		
$1000 / 11 = \frac{90.91}{1000} = 9.1\% \quad \text{Average}$						
PLUS 5.0%						
This is in compliance 9.8% does not exceed the maximum allowable voting power of 14.1%.						
$14.1\% = \text{MAXIMUM VOTING POWER OF ANY ONE DIRECTOR}$						

Except as otherwise stated in this Plan, all decisions of the RSU Board shall be by majority of weighted votes present at a meeting in which a quorum exists.

4. The composition, powers and duties of any advisory committees to be created.

The RSU Board of Directors will have the right to create advisory committees. The RSU Board will determine when and if any such committees are necessary, and their size, scope, duties, and duration. Upon formation, any such committees will remain under the direction of the RSU Board of Directors.

5. The disposition of real and personal school property.

A. Real Property and Fixtures. All real property interests, including without limitation land, buildings, other improvements to realty, easements, option rights, first refusal rights, and purchase rights, and all fixtures, of the SAUs, including property of any school unions of which they are members and to which they are entitled shall be property of the RSU. The RSU Board may require such deeds, assignments or other instruments of transfer as in its judgment are necessary to establish the RSU's right, title and interest in such real property and fixtures.

All real property interests and fixtures shall be transferred to the RSU.

B. Personal Property. All other school personal property, including movable equipment, furnishings, textbooks and other curriculum materials, supplies and inventories, software, leases, licenses and rights of use, records and contracts rights including transportation, maintenance and uniform contracts shall become property of the RSU as successor of the SAUs, except as listed below:

<u>Name of SAU</u>	<u>Description of Excluded Personal Property</u>
Durham School Dept.	Union 30 personal property as designated by the Superintendent and School Committee Chairs representing the Durham School Committee and Lisbon School Committee. In case of disagreement, the Superintendent's decision shall be final
Freeport School Dept.	none
M.S.A.D. No. 62	none

The RSU Board may require such assignments, bills of sale or other instruments of transfer as in its judgment is necessary to establish the RSU's right, title and interest in such personal property.

C. Agreements to Share or to Jointly Own Property. In cases where real or personal school property is shared or is jointly used by an SAU with a municipality or other party, the RSU shall be the successor in interest to the SAU, unless that shared or jointly used property has been excepted in the above list of excepted real property or, as applicable, the above list of excepted personal property.

6. The disposition of existing school indebtedness and lease-purchase obligations if the parties elect not to use the provisions of Section 1506 regarding the disposition of debt obligations.

A. Bonds, Notes and Lease Purchase Agreements that the RSU Will Assume. The RSU shall assume liability to pay the following bonds, notes and lease purchase agreements:

Name of SAU	Year Issued	Original Principal Amount	Asset Acquired, Constructed or Renovated	Principal Balance as of July 1, 2009	Final Maturity Date
Freeport	2001		Central Office	\$ 175,000	2022
Freeport	2002	\$4,491,000	High School	\$ 3,365,000	2023
Freeport	1990	\$5,607,000	Mast Landing School (State portion)	\$ 825,000	2011
Freeport	2008	\$570,000	High School Heating System	\$510,000	2017
Freeport	2008	\$21,250	Lighting Upgrade (High School Portion)	\$16,250	2012
Durham	2009	\$21,729,709	New Elementary School (State portion)	\$21,729,709	2029

Additionally, other bonds, notes and lease purchase agreements issued by an SAU before the operative date of the RSU shall be assumed by the RSU, provided the SAU issued the bond, note or lease purchase agreement in the normal course of its management of the schools for an essential purpose to replace its existing facilities and existing items of equipment that are not longer serviceable or to keep them in normal operating condition.

B. Bonds, Notes and Lease Purchase Agreements that the RSU Will Not Assume. Pursuant to 20-A M.R.S.A. § 1506(4), the RSU does not assume the following bonds, notes and lease purchase agreements, which shall continue to be paid by the original member municipalities of the SAU indicated, and pursuant to section 1506(4) of Title 20-A the RSU shall serve as fiscal agent for the SAU for that purpose

Name of SAU	Year Issued	Original Principal Amount	Asset Acquired, Constructed or Renovated	Principal Balance as of July 1, 2009	Final Maturity Date
Freeport	1998		various	\$ 26,950	2009
Freeport	1999		various	\$ 30,000	2010
Freeport	2002		various	\$ 69,382	2012
Freeport	2002		various	\$ 77,296	2013
Freeport	2001		Middle School addition/renovation	\$ 2,021,000	2020
Freeport	2008	\$63,750	Lighting Upgrade (non-High School portion)	\$48,750	2012
Freeport	2008	\$374,521	Middle School Repairs	\$209,732	2012
Durham	2003	\$600,000	Durham Elementary	\$ 480,000	2018
Durham	2009	\$2,176,696	New Elementary School (local option)	\$2,176,696	2029
Durham	2008	\$24,544	New Copiers	\$21,544	2013

C. New Capital Project Debt that the RSU Will Issue and Assume. If the voters or other applicable legislative body of an SAU has authorized the issuance of bonds for a school construction or a minor capital project, but the SAU has not issued all of the authorized permanent bonds for that project, the RSU Board shall issue bonds or notes to finance the completion of that project and to refund any temporary notes that the SAU issued for that project, as required by 20-A M.R.S.A. § 1506(5). With respect to such new project debt, the RSU shall assume liability to pay the following bonds, notes and lease purchase agreements:

None. This Plan assumes that the debt identified above under Section 6.A as Durham "New Elementary School (State portion)" will have been issued by July 1, 2009. If that debt has not been issued by July 1, 2009, then it will be issued and assumed by the RSU.

D. New Capital Project Debt that the RSU Will Issue But Will Not Assume. If the voters or other applicable legislative body of an SAU has authorized the issuance of bonds for a school construction or a minor capital project, but the SAU has not issued all of the authorized permanent bonds for that project, the RSU Board shall issue bonds or notes to finance the

completion of that project and to refund any temporary notes that the SAU issued for that project, as required by 20-A M.R.S.A. § 1506(5). With respect to such new project debt, the RSU will not assume liability to pay the following bonds, notes and lease purchase agreements:

None. This Plan assumes that the debt identified above under Section 6.B as Durham “New Elementary School (local option)” will have been issued by July 1, 2009. If that debt has not been issued by July 1, 2009, then it will be issued by the RSU but will not be assumed by the RSU, and the obligation to repay all principal and interest thereon will remain with Durham.

E. Defaulted Debt is Excluded from Being Assumed. Notwithstanding anything in this Plan to the contrary, except where legally required to do so, the RSU will not assume any bond, note or lease purchase agreement as to which the SAU is in breach or has defaulted.

F. Other Debt Not Assumed. Except as provided in this section of the Plan, the RSU will not assume liability for any bonds, notes or lease purchase agreements issued by an SAU prior to the operative date of the region.

G. Debt Sharing. Principal and Interest payments from July 1, 2009 forward, on all debt for school facilities or operations incurred prior to July 1, 2009 (“Pre-Existing Debt”), shall be defined as either RSU Debt or Non-RSU Debt, for purposes of the cost-sharing formula under Section 13-B.

All debt assumed by the RSU, as set forth under Section 6.A, shall be RSU Debt.

All debt not assumed by the RSU, as set forth under Section 6.B, shall be non-RSU Debt.

Pre-Existing Debt Incurred After the Date of Submission of This Plan

The intent of this Plan is to include as RSU debt only those pre-existing debts: (i) that support the High School or the shared administrative facilities (Central Office) or (ii) on which principal and interest payments are fully reimbursed by the State. Any such debt incurred after the date of submission of this Plan shall be deemed RSU debt. Pre-existing, local-option debt to support assets other than the High School or shared

administrative facilities is intended to be treated as non-RSU debt. Any such debt incurred after the date of submission of this Plan shall be deemed non-RSU debt.

7. The assignment of school personnel contracts, school collective bargaining agreements and other school contractual obligations.

A. School Personnel Contracts. A list of all written individual employment contracts to which each of Durham School Department, Freeport School Department, and M.S.A.D. No. 62 is a party is attached as Attachment 7-A.1. Pursuant to Section XXXX-43(5) of Title 20-A M.R.S.A., individuals on the list who are employed on the day before the operational date shall become employed by the RSU as of the operational date, and their contracts shall be assumed by the RSU on the operational date. This provision does not prevent Durham School Department, Freeport School Department, or M.S.A.D. No. 62 from terminating or non-renewing the contracts of employees in accordance with applicable law before the operational date of the RSU. The list shall be updated and made final no later than the day before the operational date of the RSU.

A list of all employees of each of Durham School Department, Freeport School Department, and M.S.A.D. No. 62 who do not have written individual employment contracts is attached as Attachment 7-A.2. Pursuant to Section XXXX-43(5), individuals on the list who are employed on the day before the operational date shall become employed by the RSU as of its operational date. This provision does not prevent Durham School Department, Freeport School Department, or M.S.A.D. No. 62, as applicable, from terminating employment of the employees in accordance with applicable law before the RSU's operational date. The list shall be updated and made final no later than the day before the operational date of the RSU.

The duties and assignments of all employees transferred to the RSU shall be determined by the Superintendent of the RSU or his/her designee.

B. School Collective Bargaining Agreements. The collective bargaining agreements listed in Attachment 7-B, as to which the Durham School Department, Freeport School Department or M.S.A.D. No. 62 are parties, shall be assumed by the RSU as of its operational date. All of the employer's rights and responsibilities with respect to collective bargaining shall be fully assumed by the RSU as of the RSU's operational date.

C. Other School Contractual Obligations. A list of all contracts to which the Durham School Department, Freeport School Department, or M.S.A.D. No. 62 is a party and that will be in effect as of the RSU's operational date is attached as Attachment 7-C.1. The RSU shall assume the contracts listed in Attachment 7-C.2 as of the operational date.

The Durham School Committee and Superintendent, Freeport School Board and Superintendent, and M.S.A.D. No. 62 Board of Directors and Superintendent, as applicable, shall seek to terminate or negotiate for termination the contracts listed in Attachment 7-C.3 prior to the RSU's operational date.

8. The disposition of existing school funds and existing financial obligations, including undesignated fund balances, trust funds, reserve funds and other funds appropriated for school purposes.

A. Existing Financial Obligations. Pursuant to Section XXXX-36(5) the disposition of existing financial obligations is governed by this Plan.

Existing financial obligations shall include the following:

1. all accounts payable;
2. to the extent not included as accounts payable, any financial obligations which under generally accepted accounting principles would be considered expenses of the SAU for any year prior to the year the RSU becomes operational, whether or not such expenses were budgeted by the SAU in the year the obligations were incurred, including for example summer salaries and benefits; and
3. all other liabilities arising under generally accepted accounting principles that can be reasonably estimated and are probable.

Each SAU shall satisfy its existing financial obligations from all legally available funds. If an SAU has not satisfied all of its existing financial obligations, the SAU shall transfer sufficient funds to the RSU to satisfy its remaining existing financial obligations, and the RSU Board shall be authorized to satisfy those existing financial obligations on behalf of the SAU. If the SAU does not transfer to the RSU sufficient funds to satisfy its

existing financial obligations, then to the extent permitted by law, the RSU Board may satisfy those obligations from balances that the SAU transfers to the RSU. If the available balances transferred are insufficient to satisfy the SAU's existing financial obligations, or are not legally available for that purpose, the RSU Board may take any action permitted by law so that all of the municipalities of the RSU are treated equitably with respect to the unsatisfied existing financial obligations of an SAU. For example, to the extent permitted by law, the RSU Board may satisfy the unpaid existing financial obligations of an SAU in the same manner and with the same authority as for unassumed debt under the provisions of 20-A M.R.S.A. § 1506(4).

Additionally, to the extent permitted by law, if in the judgment of the RSU Board it must raise funds from all its member municipalities to satisfy existing financial obligations of an SAU, the RSU Board also shall be authorized to raise additional amounts for the purpose of making equitable distributions (which may be made in the form of credits against assessed local shares of the RSU's approved budget) to those member municipalities that would otherwise bear costs attributable to unsatisfied existing financial obligations of an SAU for which they had no financial responsibility. The intent of the preceding sentence is that financial responsibility for unsatisfied existing financial obligations of an SAU be borne by its municipality and not by the other member municipalities of the RSU.

B. Remaining Balances. The balance remaining in the SAU's school accounts after the SAU has satisfied existing financial obligations in accordance with this plan shall be paid to the treasurer of the RSU, verified by audit and used to reduce that SAU's contribution as provided by Section XXXX-43(4). Unless the Legislature otherwise provides, in the case of a school administrative district, community school district or other regional school district (collectively, "district"), the school board of the district shall specify in writing to the RSU Board how the RSU shall allocate transferred remaining balances between members municipalities of the RSU. Unless the Legislature otherwise provides, if the district board has not specified in writing to the RSU Board how this allocation shall occur, then the transferred remaining balances shall be credited to the member municipalities in proportion to their respective shares of that portion of the total local costs of the RSU allocable to all of the member municipalities for the operational year.

Transfers of remaining balances by M.S.A.D. No. 62 shall occur before the district has closed its accounts and ceased normal operations. Transfer of remaining balances of Durham School Department and Freeport

School Department may occur within the period specified by Section XXXX-43(4).

C. Reserve Funds. SAUs shall transfer remaining balances of reserve funds to the RSU. Unless otherwise provided by applicable law, a transferred reserve fund shall be used in accordance with its original purpose to benefit a school or schools of the SAU. Transferred reserve funds shall be subject to Title 20-A M.R.S.A. § 1491, except that the transfer of funds in a reserve fund or a change in purpose of the fund may only occur in such manner that the funds continue to benefit the members of the SAU that transferred that reserve fund to the RSU.

D. Scholarship Funds. SAUs shall transfer remaining balances of scholarship funds to the RSU. Scholarships shall be limited to the original pool of potential recipients unless otherwise provided by the donor or by applicable law.

Trust Funds. SAUs shall transfer trust funds to the RSU. The RSU Board shall be deemed the successor trustee for all purposes, except as provided by the trust or by applicable law.

F. Ownership of Funds and Accounts. All of the school accounts and funds of M.S.A.D. No. 62 shall become property of the RSU on the operational date and the treasurer of the RSU shall have the authority of those accounts.

Freeport School Department
Agency, Scholarship & Special Revenue Funds
June 30, 2007

	<u>Amount</u>	
<u>Student Activity Funds (Agency)</u>		
Freeport Middle School	\$52,252	
Freeport High School	\$116,033	
Total Agency Fund		\$168,285
<u>Scholarship Funds</u>		
Fitts Award	\$2,319	
Salomon Plummer	\$7,134	
Wallace True	\$4,888	
Millard and Enid Crooker	\$23,399	
Alice Pollock	\$10,721	
Auldis Foster	\$1,880	
Kenneth Thompson	\$7,814	
Christine Small Cushing	\$171,761	
Total Scholarship Funds		\$229,915

Special Revenue Funds

School Reserve Funds	\$178,722	
Title IA - Disadvantaged	\$7,886	
Local Entitlement	\$27,091	
Local Entitlement Preschool	\$4,691	
Title IIA Teacher Quality	\$23,334	
Carl Perkins	\$4,502	
Transition Pilot	\$8,522	
Title II Technology	\$0	
Medicaid Reimbursement	\$38,500	
Title IVA Drug Free Schools	\$0	
Katrina Relief Grant	\$0	
State Agency Clients	\$9,366	
Per Pupil Professional Dev	\$1,257	
Donations	\$24,098	
Aspirations	\$2,759	
CE Camp Scholarship	\$26,143	
Dollars for Scholars	\$3,940	
Auditorium Fund	\$9,734	
Teen Center	(\$2,582)	
Community Ed Football	\$13,230	
SAMHA	\$3,980	
Other	\$7,237	
Total Special Revenue		\$213,688
Grand Total		\$611,888

**Durham School Department
Agency, Scholarship & Special Revenue Funds
June 30, 2007**

Student Activity (Agency) Funds

Durham Elementary School Activity Account	\$14,423.00	
Total Agency Funds		\$14,423.00

Scholarship (Trust) Funds

Leta Crafts memorial Music Fund	\$396.00	
Margo Stevens Memorial Fund	\$1,507.00	
Total Scholarship Funds		\$1,903.00

Special Revenue Funds

Title IA Disadvantaged Grant	\$0.00
Title IIA Teacher Quality Grant	\$0.00
Title IID Technology Grant	\$40.00

Title IV Drug Free Schools Grant	\$0.00	
Title V Innovative Ed Grant	\$4,256.00	
Local Entitlement	\$15,419.00	
Local Entitlement - Preschool	\$1,007.00	
Rural Small Schools	(\$4,066.00)	
Art Club-PTA	(\$216.00)	
Exxon Mobil Grant	\$3,415.00	
National Semiconductor Grant	\$101.00	
Telecommunications Grant	\$4,000.00	
PPPPD Learning Results	\$0.00	
Total Special Revenue Funds		\$23,956.00
Enterprise Funds		
Food Service	\$6,733.00	
Total Enterprise Funds		\$6,733.00
Total Balance June 30, 2007 (all funds)		\$47,015.00

M.S.A.D. No. 62
Agency, Scholarship & Special Revenue Funds
June 30, 2007

Audit as of June 30, 2007

Principal's Account:

Adult Volunteers	\$100
Anthem LA Account	\$1,114
Art Funds	\$1,374
Assembly Fund	\$642
Class of 2007	\$16
Class of 2008	\$130
Class of 2009	\$39
Class of 2010	\$189
Class of 2011	\$23
Class of 2012	\$2
Drama Club	\$397
Experimental Education	(\$125)
Fine Arts	\$757
Fun Account	\$608
General Fund	\$1,885
Library	\$601
Middle School	\$200

Officials	\$152	
Playground	\$110	
Student Council	\$74	
Technology A	\$387	
Technology B	\$43	
Technology Insurance	\$730	
Yearbook	\$133	
Youth Soccer	\$270	
Total Principal's Account		\$9,851
Special Revenue Funds		
Local Entitlement		\$21,340
REAP Grant		\$8,798
Unemployment Comp		\$12,199
School Lunch		\$3,627
Grand Total		\$55,816

9. A transition plan that addresses the development of a budget for the first school year of the reorganized unit and interim personnel policies.

A. Transition Plan for Budget Development: The initial RSU Board shall have the transitional powers and duties provided by 20-A M.R.S.A. § 1461-A.

The transitional RSU budget shall be as follows:

08-09 RSU Budget

Position	Explanation	Cost
Interim Superintendent	Use existing Superintendent (25 days)	\$10,800
Administrative Assistant	30 days (wages, FICA, Workers Comp. etc.)	\$ 5,800
Liability Insurance	Board Liability	\$5,000
Office Staff	30 hours (wages, FICA, Workers Comp. etc.)	\$400
Legal Expenses	For Example: Drafting deeds and transferring assets General Legal Preparation of Agreements Development of Budget Validation Referendum Hire Superintendent Board Elections (Indicates high side of legal costs)	\$23,000
Moving Expenses	Moving Expenses (Documents etc.)	\$3,000
Software/Training	Software and Training	\$15,000

Advertising	Recommend that staff openings for 09-10 be advertised and paid for by individual schools in 08-09. Advertising for RSU school board members	No cost to RSU \$500
Other Expenses	General expenses including supplies, travel, printing, envelopes and other costs.	\$5,000
School Board Stipend	@\$25 per board meeting for 21 meetings (Eleven member board)	\$5,775
School Board Elections and Budget Validation referendum for operation year.	Paid by each municipality	0
Total Estimated Cost		\$74,275

B. Transition Plan for Personnel Policies: All personnel and other policies of Durham School Department, Freeport School Department and M.S.A.D. No. 62 shall continue to apply (and with the personnel policies, to the same employment positions) after they become part of the RSU and until such time as the RSU Board and Superintendent develop and adopt District-wide policies in accordance with applicable law, for application on or after the RSU's operational date.

10. Documentation of the public meeting or public meetings held to prepare or review the reorganization plan.

Minutes of the following public meeting(s) held to prepare or review the Plan are attached as Exhibit D:

Date of Public Meeting	Time	Location
7/17/2007- Regional Mtg.	6:30-8:30 pm	Brunswick
7/19/2007- D/F/P	6:30-8:30 pm	Freeport High School
8/8/2007- D/F/P	6:30-8:30 pm	Durham Elementary
8/22/2007- D/F/P	6:30-8:30 pm	Pownal Elementary
9/12/2007- Durham RPC	5:00-6:30 pm	Durham Elementary
9/19/2007- Durham Public Mtg.	6:30-8:30 pm	Durham Elementary School
9/27/2007- Durham School Cmt.	5:00-6:00 pm	Durham Elementary School
10/3/2007- RPC	7:00-9:00 pm	Morse Street School-Freeport
10/9/2007- Pownal Caucus		Pownal
10/10/2007- RPC	7:00-9:00 pm	Pownal Elementary
10/16/2007- Pownal Caucus		Pownal

10/17/2007- RPC	7:00-9:00 pm	Durham Elementary
10/24/2007-RPC	7:00-9:00 pm	Freeport High School
10/30/2007-Freeport Public Forum		Freeport
10/30/2007-Pownal Caucus		Pownal
11/7/2007- Durham RPC	6:30-7:30 pm	Pownal Elementary
11/7/2007- RPC	7:00-9:00 pm	Pownal Elementary
11/14/2007- RPC	7:00-9:00 pm	Durham Elementary
11/19/2007-Education Subcommittee		
11/20/2007- Durham Public Mtg.	6:30-8:30 pm	Durham Elementary
11/21/2007- Pownal Public Caucus		Pownal
11/26/2007- Education Subcommittee		
11/26/2007- Collective Bargaining Subcommittee		
11/28/2007- RPC	7:00-9:00 pm	Freeport High School
11/29/2007- Durham School Cmt.	7:00-7:30 pm	Durham Elementary
11/29/2007- MSAD 62 Special Board Mtg.	7:00-9:00 pm	Pownal Elementary School
12/5/2007 – RPC	7:00-9:00pm	Pownal Elementary School
12/10/2007-Education Subcommittee		
12/17/2007-Education Subcommittee		
12/17/2007- RPC	7:00-9:00pm	Durham Elementary
1/7/2008-Education Subcommittee		
1/9/2008 – RPC	7:00-9:00pm	Freeport High School
1/22/2008-Education Subcommittee		
1/23/2008- RPC	7:00-9:00 pm	Pownal Elementary School
1/23/2008- Pownal Public Caucus		Pownal Elementary School
1/29/2009 – Finance Subcommittee		Pownal Elementary School
2/4/2008-Education Subcommittee		
2/11/2008-Education Subcommittee		
2/20/2008- RPC	7:00-9:00 pm	Freeport High School
2/25/2008-Education Subcommittee		
2/27/2008- RPC	7:00-9:00 pm	Freeport High School
3/5/2008- RPC	7:00-9:00 pm	Pownal Elementary School
3/19/2008- RPC	7:00-9:00 pm	Durham Elementary School
3/26/2008- RPC	7:00-9:00 pm	Freeport High School
4/2/2008- RPC	7:00-9:00 pm	Pownal Elementary School
4/9/2008- RPC	7:00-9:00 pm	Durham Elementary School
4/15/2008- Finance Subcommittee	6:00-9:00 pm	
4/16/2008- RPC	7:00-9:00 pm	Freeport High School
4/29/2008-Finance Subcommittee	7:00-9:00 pm	Pownal Elementary School
4/30/2008- RPC	7:00-9:00 pm	Pownal Elementary School
5/14/2008- RPC	7:00-9:00 pm	Durham Elementary School

5/21/2008- RPC	7:00-9:00 pm	Freeport High School
5/28/2008- Finance Subcommittee	7:00-9:00 pm	Pownal Elementary School
6/4/2008- RPC	7:00-9:00 pm	Durham Elementary School
6/11/2008- RPC	7:00-9:00 pm	Freeport High School
6/18/2008- RPC	7:00-9:00 pm	Pownal Elementary School
6/25/2008- RPC	7:00-9:00 pm	Durham Elementary School
7/24/2008- RPC	7:00-9:00 pm	Freeport High School
9/3/2008- RPC	7:00-9:00 pm	Pownal Elementary School

11. An explanation of how units that approve the Plan will proceed if one or more of the proposed member municipalities of the RSU fail to approve the plan.

If the Plan is rejected by one or more SAUs, the RSU shall not be formed under this Plan, and the SAU's shall re-start the process to form a RSU with the same or other SAUs and may seek assistance from the Department of Education to form another reorganization plan pursuant to Section XXXX-36(11).

12. An estimate of the cost savings to be achieved by the formation of a RSU and how these savings will be achieved.

The analysis of the reorganization that has been conducted by the RPC does not provide any clear assurances of immediate savings. This is due in part to immediate start up costs associated with forming the RSU (costs for audits, merging of systems, legal fees) as well as increases in personnel that might be necessary.

The RSU is unique in that it merges one municipal system, one single town SAD and one town of a two-town School Union. Additionally, there are no full time system administrators in either the M.S.A.D. No. 62 (Pownal) or Durham. The combined current FTE is 1.8 Superintendents of Schools, 1.4 Business Managers, 1.3 Special Education Directors, and 0.5 Transportation Director.

The Plan will be to employ a single Superintendent, Special Services Director, Business Manager, and Transportation Director. Reallocation of and/or additional resources may be needed to address increased demands on staff in the areas of system administration, transportation, special education,

curriculum, and building maintenance. This shall be determined by the initial RSU Board.

The RPC anticipates modest savings in the costs of administrative personnel and other costs of system administration (the RPC has estimated them to be in the range of \$100,000 annually, or less than 50 basis points on the total anticipated expense budget). It is further projected that there may be savings in the areas of transportation, special education, and building maintenance and grounds. The RSU would use the state provided transportation software to determine operational efficiencies and, therefore, costs. A facility study of the present SAU's facilities, which was provided by the DOE, will be used by the RSU to determine efficiencies that may result in savings, in the area of building maintenance and grounds. Miscellaneous savings such as software licensing, board insurance, etc. may also result in cost savings, as well as bulk purchasing and combined bidding for services and goods. The RPC expects that cost increases for instructional personnel (which the RPC has estimated to be in the range of \$250,000 annually), resulting solely from putting all personnel on a common scale, will offset any such savings.

In order to achieve the purpose of improving the quality of educational services in all three Towns as a result of consolidation, the Durham/Freeport/Pownal RPC formed a "Quality of Educational Services Subcommittee." The subcommittee determined that school consolidation, if implemented in a systematic, purposeful manner, could enhance and improve learning and teaching opportunities across the three communities. While the RPC recognizes that it cannot bind a future RSU to develop budgets in a particular fashion, it is the intent of the RPC that savings emerging from consolidation, such as avoidance of tuition payments to outside districts, be dedicated primarily to sustaining and improving educational programs and opportunities.

The RPC has been advised that the annual state penalty for failure to comply with the reorganization law will be for Durham \$105,532, for Freeport \$315,192, and MSAD 62 \$48,111, or a total for the three units of \$468,835, the first year of non-compliance. This penalty will be adjusted and imposed each ensuing year. Loss of position on building assistance lists and other state aid will also be in jeopardy.

13. Such other matters as the governing bodies of the SAUs in existence on the effective date of this chapter may determine to be necessary.

13-A. Plans to reorganize administration, transportation, building and maintenance and special education.

The analysis of the reorganization that has been conducted does not provide any clear assurances of immediate savings. This is due in part to immediate start up costs associated with forming the RSU (costs for audits, merging of systems, legal fees) as well as increases in personnel that might be necessary.

The RSU is unique in that it merges one municipal system, one single-town SAD and one town of a two-town School Union. There are no full time system administrators in either the SAD (Pownal) or Durham.

For example, where three towns joining together might have three Superintendents, three Business Managers, three Special Education Directors, and three Transportation Directors, this RSU has 1.8, 1.4, 1.3 and .5 respectively.

Arguably, the largest cost saving in a merger initially is downsizing personnel and associated benefits. There is a possibility the new RSU Board may find it needs to create new staff positions to be certain these areas receive the necessary oversight, coordination, and review so they are in compliance with all mandates that apply. The costs are not known, nor is it known if the new RSU Board will or will not create new positions. We cannot bind future RSU Boards to positions and associated costs. Therefore, all numbers associated with future positions are speculative in nature, if not conjecture.

13-B. Cost Sharing in the RSU

A. Definition of Terms

Additional Local Money shall mean Total RSU Spending Budget minus Total Outside Contribution to the RSU minus Total Required Local Contribution, each as defined below.

Total RSU Spending Budget shall consist of all monies budgeted to be spent by the RSU in a given year, minus principal and interest payments on State-participating debt

Total Outside Contribution to the RSU shall consist of all revenues received by the RSU from sources other than municipal tax revenues for a given year,

minus an amount equal to principal and interest payments on State-participating debt.

Total Required Local Contribution shall be the member municipalities' most recent total state valuation multiplied by the Applicable Mill Rate. The Total Local Required Contribution for a member municipality may exceed the member municipality's local cost share expectation under the Essential Programs and Services provisions (Title 20-A, Chapter 606-B) of the Maine Revised Statutes. Notwithstanding anything to the contrary in this Plan, however, each municipality's required contribution to the "total cost of education," as defined in Title 20-A, Section 15688 shall be the amount established by Section 15688(3-A), or successor provisions of state law, and any additional amount required hereunder shall be for purposes of local cost sharing.

Applicable Mill Rate The Applicable Mill Rate shall equal the Full-Value Mill Rate, as defined under 20-A M.R.S.A. § 15671-A or any successor statute. Should the State cease calculating a Full-Value Mill Rate, the Applicable Mill Rate shall be the prior year's Applicable Mill Rate. The Applicable Mill Rate shall be identical for all member municipalities in any single year. If the Full-Value Mill Rate is higher than the amount required to support the Total RSU Spending Budget, the Applicable Mill Rate shall be reduced accordingly.

B. Cost Sharing

Member municipalities shall pay the following shares of each year's total Additional Local Money for the RSU:

Durham:	21.42%
Freeport:	65.98%
Pownal:	12.60%

In addition to its obligation to pay its share of Additional Local Money, each member municipality must pay to the RSU its Total Required Local Contribution (as defined above), and a member municipality whose Pre-Existing Debt (or any portion thereof) is Non-RSU Debt must further pay to the RSU the total for that year of debt service for any such Non-RSU Debt Service payable by the RSU as fiscal agent under Section 6.B of this Plan

C. Changes to the Cost Sharing Method

The Cost Sharing Method shall not be changed for the first three years. Following that transition period, the Cost Sharing Method may be changed, but shall not be required to be changed:

1. By a vote of the RSU Board meeting the following criteria:
 - at least one Board member from each member municipality must be present; and
 - Board members representing two-thirds or more of the RSU population must vote in favor of the change; or
2. Upon a vote of a simple majority of the RSU Board, proposal for a change to the Cost Sharing Method may be put out to referendum for amendment in accordance with Section 14.

D. Non-Exclusive Criteria for Changing the Cost-Sharing Method

In the exercise of its discretion to determine any change to the cost-sharing formula to be used at any time following the transition period, the RSU Board shall consider all factors it deems relevant, but must consider the following criteria:

1. the fairness of the cost-sharing method in light of at least the following factors:
 - relative state valuations, representing each member municipality's ability to raise revenue;
 - relative populations, representing each member municipality's board representation in the budgeting process; and
 - student headcounts, representing each member municipality's student usage of RSU facilities and programs;
2. the effect of the cost-sharing method on the RSU's ability to raise sufficient funds to sustain educational programs deemed to be in the best interests of RSU students;
3. clarity of the method, including ease with which the public can understand the method, ease of administration and implementation of the method, and avoidance of uncertainty over the method's application;
4. consistency of the method with the operation of the RSU as a single, cohesive entity;

5. effect of the method on stability of RSU revenue streams and local taxpayer obligations.

13-C. Election of initial board of directors.

The RSU Board shall be composed of eleven (11) members. Each municipality in the RSU shall elect the following number of its residents to serve on the Board.

Municipality	Population	# of Board Members
Freeport	8,151	6
Durham	4,075	3
Pownal (M.S.A.D. No. 62)	1,596	2

Each Board member shall serve a 3-year term, except that the initial terms of the members of the first RSU Board shall be staggered. Since each municipality of the RSU has annual elections, lots will be drawn for the length of term specified as follows:

- A. Municipalities with annual elections. In municipalities with annual elections, 1/3 of the directors serve one-year terms, 1/3 of the directors serve 2-year terms and 1/3 of the directors serve 3-year terms. If the number of directors is not evenly divisible by 3, the first remaining director serves a 3-year term and the 2nd remaining director serves a 2-year term.

The directors shall serve their terms as determined at the organization meeting and an additional period until the next regional election of the municipalities. Thereafter, the directors' terms of office are as established in accordance with the provisions of Title 20-A Section 1471.

13-D. Tuition Contracts and Assignment of Tuition Students

1. Tuition Contracts

The following SAUs offer some or all of their students limited tuition opportunities of which school to attend according to the following terms:

SAU	Other Party	Description
M.S.A.D. No. 62	Freeport School Department	For all Pownal secondary students as described in Assignment of Tuition Students #2 (below)
Durham	Freeport School Department	For all Durham secondary students as described in Assignment of Tuition Students #2 (below)

The RSU will pay the tuition to other public secondary and private schools and will assess additional amounts to the responsible municipalities when applicable. The amount of tuition paid for tuition students will be in compliance with current statutes - including 20-A MRSA, Section 5204, subsection 4 and the policies adopted by Durham and M.S.A.D. No. 62, which are in Section 13-D, subsection 2; Assignment of Tuition Students.

The Town of Durham will continue to pay and provide the most economical form of transportation for those students residing in the Town of Durham as of July 1, 2009 who attend a public secondary school other than Freeport High School during the 2009-10 school year, for so long as the student continues to attend that public secondary school and for students enrolled in Durham Elementary/Middle School as of July 1, 2009 who are in grade 6-8 during the 2009-10 school year and who choose to attend a public secondary school other than Freeport High School at the start of the 9th grade, for so long as the student continues to attend that public secondary school, through the 2012-13 school year.

M.S.A.D. No. 62 does not provide or pay for transportation for students attending public or private secondary schools that are other than Freeport High School.

2. Assignment of Tuition Students

The following SAUs offer some or all of their students limited choice of which school to attend according to the following terms:

Durham School Department

Students Attending Other Public Secondary Schools.

A. The Town of Durham will continue to pay tuition at the State-approved rate and provide the most economical form of transportation for those students residing in the Town of Durham as of July 1, 2009 who attend a public secondary school other than Freeport High School during the 2009-10 school year, for so long as the student continues to attend that public secondary school; and

B. The Town of Durham will pay tuition at the State-approved rate for those students residing in the Town of Durham who have been enrolled in Durham Elementary/Middle School as of July 1, 2009 who are in grade 6-8 during the 2009-10 school year and who choose to attend a public secondary school other than Freeport High School at the start of the 9th grade, for so long as the student continues to attend that public secondary school; and the Town of Durham will provide the most economical form of transportation for those students through the 2012-13 school year.

Students Attending Private Secondary Schools.

A. The Town of Durham will pay tuition and insured value factor at the State-approved rate, but not provide or pay for transportation for those students residing in the Town of Durham as of July 1, 2009 who attend a private secondary school during the 2009-10 school year, for so long as the student continues to attend that private secondary school; and

B. The Town of Durham will pay tuition and insured value factor at the State-approved rate for those students residing in the Town of Durham who have been enrolled in Durham Elementary/Middle School as of July 1, 2009 who are in grades 6-8 during the 2009-10 school year, and who choose to attend a private secondary school at the start of the 9th grade, for so long as the student attends that private secondary school.

M.S.A.D. No. 62

Students Attending Other Public Secondary Schools.

M.S.A.D. No. 62 will continue to pay tuition but not provide or pay for transportation

A. for those students residing in M.S.A.D. No. 62 as of July 1, 2008 who have attended a public secondary school other than Freeport High School during the 2007-08 school year, for so long as the student continues to attend that public secondary school; and

B. for those students residing in M.S.A.D. No. 62 as of July 1, 2008 who were in grade 8 during the 2007-08 school year and who choose to attend a public secondary school other than Freeport High School at the start of the 9th grade, for so long as the student continues to attend that public secondary school.

Students Attending Private Secondary Schools.

M.S.A.D. No. 62 will pay one half the tuition but not provide or pay for transportation

A. for those students residing in M.S.A.D. No. 62 as of July 1, 2008 who attended a private secondary school during the 2007-08 school year, for so long as the student continues to attend that private secondary school; and

B. for those students residing in M.S.A.D. No. 62 as of July 1, 2008 who were in grade 8 during the 2007-08 school year, and who choose to attend a private secondary school at the start of the 9th grade, for so long as the student attends that private secondary school.

Grade levels in the existing SAUs that have choice of schools as of the operational date shall continue to have the same choices in the RSU.

13-E. Claims and Insurance

Disclosure of claims

The parties are not aware of any lawsuits, administrative complaints, due process proceedings, notices of claim and/or other claims existing as of July 17, 2008.

The parties agree to notify each other of any changes in status up to the referendum date.

13-F. Vote to submit reorganization plan to Commissioner.

Before submitting a Reorganization Plan to the Commissioner of Education, the governing body of each school administrative unit shall adopt the following vote:

VOTED: That the provisions included in the school reorganization plan prepared by the Durham/Freeport/Pownal Reorganization Planning Committee to reorganize the town of Durham, a municipal school unit; the Town of Freeport, a municipal school unit, M.S.A.D. No. 62, a school administrative district into a RSU with an operational date of July 1, 2009, are determined to be necessary within the meaning of Section XXXX-36(5)(M) and that the Superintendent of Schools be, and hereby is, authorized and directed to submit the school reorganization plan to the Commissioner of Education on behalf of this school administrative unit by July 17, 2008.

13-G. Section for RSUs with fewer than 2,500 students

(See Exhibit B.)

13-H. M.S.A.D. No. 62 Land Transfer

Any real property transferred by M.S.A.D. No. 62 to the RSU shall be transferred, by the RSU, to the Town of Pownal when said real property is no longer used for educational purposes of the RSU. The transfer of said real property to the Town of Pownal will be free and clear of any and all debts, liens or encumbrances that have arisen after M.S.A.D. No. 62 has transferred the property to the RSU. If the Town of Pownal votes not to accept the transfer, or if within 90 days of the RSU's written offer to transfer the property to the Town of Pownal, the Town of Pownal does not vote on the transfer, then in either case the RSU may dispose of that property in accordance with applicable law.

13 I. School Assignment

It is the belief of the RPC that the new RSU Board should view the different schools as resources that may help to personalize the education of students. In general, decisions of placement of students in a school within

the RSU should be based upon what is best, educationally, for the child. With that as a primary consideration, the RPC believes that all the schools should have within them the opportunity to experience success in achieving or exceeding Maine's and the RSU's educational standards.

In assigning students to schools the RPC believes that the RSU Board should create policies that establish attendance areas for the various schools of the RSU, govern the assignment of students to the schools and allow for exceptions to the students' assignment.

The establishment of attendance areas should take into consideration the following factors:

1. The best utilization of school facilities;
2. The equalization of enrollments in classrooms and adjusting of class loads to available space;
3. Maintaining of established neighborhood groupings;
4. Transportation efficiencies and the coordination of routes with attendance areas; and
5. Other relevant factors

13-J. **CTE Region(s).**

The RSU Board shall select cooperative board members for each career and technical education region ("CTE region") whose members belong to the RSU.

The RSU shall be the successor to its members for purposes of a CTE region cooperative agreement. Costs of a CTE region budget allocated under the cooperative agreement to the CTE region members that belong to the RSU shall be paid by the RSU and allocated pursuant to the RSU's cost sharing method. No cooperative agreement amendment shall be binding on the RSU without approval of the RSU Board. Nothing contained in this Plan shall confer the rights on any creditors or bondholders of a CTE region or to extend liability for CTE region debts, liabilities or obligations to the RSU or RSU members that are not members of the CTE region.

Consideration of a budget of a CTE region that uses the "school administrative unit method" of budget approval provided by sections 8460(2)(A)(1) and 8461 of Title 20-A shall occur at the RSU budget meeting. The moderator shall instruct the voters on a voting method that includes only the CTE region members.

For purposes of the section, “CTE region members” are deemed to include municipalities that belong to school administrative district and community school district members of the CTE region.

14. Amendment to the RSU Plan.

Upon adoption of the Plan by a majority of the voters of the member municipalities of the RSU, any amendment to the Plan shall require approval by the majority of the voters in the RSU.

Although amendments to the Plan may be submitted for a vote at any time, the RSU Board shall conduct a comprehensive review of the Plan in the 5th year of the RSU’s operation, to determine if any amendments are appropriate, except that any changes to the cost sharing method under Section 13 B will be governed by the procedure outlined in Section 13 B.

August 30, 2007

Susan Gendron, Commissioner
Department of Education
State House Station 23
Augusta, ME 04333-0023

**Re: Notice of Intent Regarding the 2500 student Requirement
Freeport, Pownal and Durham**

Dear Commissioner Gendron:

The School Administrative Units of Freeport, Pownal and Durham have filed with you their respective Notices of Intent. One option set forth in all three Notices of Intent is the creation of a Regional School Unit ("RSU") involving Freeport, Pownal (SAD 62) and Durham. This consolidation model, which offers many potential benefits to our communities, does not meet the 2500 student requirement of the consolidation law. The purpose of this letter is to request that you waive or otherwise exempt us from this requirement as we believe we meet the criteria for exemption as set forth in §1461(3)(B)(1) of the consolidation law.

Request for Exception: A consolidation of the Freeport, Pownal and Durham schools would result in a RSU population of approximately 1,955 students, a number which falls short of the directed student population of 2,500. We offer the following supporting circumstances to justify an exception for a school unit of between 1,200 and 2,500 students.

- A. **Geography:** Freeport, Pownal and Durham share contiguous geographic borders with each other making formation of this unit a natural fit. Both Pownal and Durham have excellent elementary schools with K-8 student programs which would compliment Freeport as it offers a K-12 program. The close proximity of these neighbors would facilitate the sharing of many resources. The opportunity for both Pownal and Durham secondary education students to attend Freeport High School would be well received by all communities.
- B. **Demographics:** Latest state data shows the enrollment figures from the 2006-2007 school year to be 1,168 for Freeport, 219 for Pownal, and 568 for Durham (a total of 1,955). Projected trends show a small decline in student population in Freeport over the next five years while both Pownal and

Durham are expected to experience some growth. This compliment of converging trends is favorable for this consolidation in strengthening the programs of all three communities.

- C. **Economics**: Freeport, Pownal and Durham have had a long standing tradition of shared educational and community services. Up until the end of the 20th century both Pownal and Durham secondary education needs were met by Freeport High School. Currently, the majority of Pownal secondary education students attend Freeport High School. In addition, Freeport currently manages the school food service program for Pownal and will begin managing the school financial program of Pownal beginning with the 2007-2008 year. Additionally, Freeport and Pownal have invested in sharing the services of a Director of Instructional Improvement which has proven very successful in developing a guaranteed and viable curriculum for the Freeport/SAD 62 School Districts. The addition of Durham with its student population would provide a critical mass in enhancing potential High School opportunities within the RSU which ultimately would significantly provide greater course offerings with economy of scale. All three communities have the same number of school days, professional teacher days and contracts that are compatible.
- D. **Transportation**: Due to the geographic contiguous nature of the three communities, the required 5% savings in transportation management and costs should be better attainable.
- E. **Population density**: The respective populations of the three communities are Freeport 7,800, Pownal 1,491 and Durham 3,381 (Source: 2000 Census) giving a representative distribution of 62%, 12% and 26% respectively. This consolidation enables all three towns to maintain the sense of a small community which has historically been important to attracting business and homeowners to the area. In addition, the Community Service Program of Freeport currently enjoys a significant participation by Pownal children and adults alike. The addition of Durham would only compliment this opportunity including the expansion and development of the recently built Freeport Teen Center which provides a safe, substance free facility where teens can meet, receive tutoring and share common experiences.
- F. **Other Unique Circumstances**: As previously stated, Freeport, Pownal and Durham have shared a historical relationship which can only be strengthened through this RSU. A key issue for all is governance of the new RSU and we are in agreement that each community will have a strong voice in the future of the RSU. The three communities of Freeport, Pownal and Durham are bordered to the north and south by two key school districts, Yarmouth and Brunswick, which may be subject to exemption from consolidation. As a result, the consolidation of Freeport, Pownal and Durham presents itself as the

best opportunity for our communities to advance the educational opportunities of our students.

Conclusion: Freeport, Pownal and Durham have been working diligently on this possible consolidation, an effort which has involved not only our respective School Committees but also community groups which were formed to aid us in the selection of partners. We believe we do qualify for an exception, and we also believe that a consolidation of Freeport, Pownal and Durham may well be a model for demonstrating the benefits of consolidation.

Respectfully submitted,

Chris Leighton
Chair,
Freeport School Committee

Paul D. Schumann
Chair,
SAD 62 (Pownal)

Amber Snell
Chair,
Durham School Committee

Regional School Unit Education Sub Committee Report

Education Subcommittee Charge

Whereas the Durham/Freeport/Pownal Reorganization Planning Committee (RPC) recognizes that the quality of education provided to our students is our highest priority, we hereby charge the Education Advisory Committee to serve as advisory committee in regard to student educational programming and to be responsible for making recommendations for the Regional School Unit (RSU) Board of Directors and administrators to use in early decision making in regard to:

- + K - 12 Programming
- + Supports for Students
- + Professional Development

The role of this subcommittee is advisory only with the final decision making authority resting with the Durham/ Freeport/ Pownal RPC.

Introduction

The RSU Education sub committee consisted of teachers, parents, administrators and school board members from Durham, Freeport and Pownal.

This Educational Advisory Committee's discussions included comparisons of current programming, quality of delivery, staff development: topics-methods-support, communication, and data management systems. Evolving from these analyses came the recognition of the positive cultural aspects unique to the individual schools, which are essential to preserve and celebrate. Our committee has determined that school consolidation, if implemented in a systematic, purposeful manner, could enhance and improve both learning and teaching opportunities across the three communities.

Potential Educational Program Enhancements:

- Utilize unique strengths and attributes of individual schools within the new RSU
- Offer a larger variety of electives and Advanced Placement offerings.
- Share special education services.
- Share in extra curricular activities and programming (K-12).
 - Robotics
 - Band
 - Jazz Band
 - Co and extra curricular activities
- Allocate/collaborate on technology resources.
- Provide itinerant teacher positions for specialty courses, as in languages, the arts, music, school psychologist, Physical Therapy/Occupational Therapy, creating more full-time equivalent positions rather than part-time or consultant positions and be responsible for program delivery in any/all of the RSU schools.
- Share visiting artists and other visual and performing arts enrichment.

- Collaborate with local colleges and community colleges for program enhancements and the Early College for ME. Program.
- Have within the district a cadre of in-house expertise to support peer training in effective instruction. (Writing instruction, numeracy, literacy)
- Have a RSU curriculum coordinator to support teaching and learning.
- Greater data pool to evaluate student progress and teaching strategies.

Potential Opportunities for Students:

Grades K-12

- Alternative programming versus out of district placements.
- Expanded programming will include, but is not limited to, the following areas:
 - Literacy
 - Math
 - Student Support
 - Gifted and Talented
 - Title I
 - Early intervention strategies/support
- Shared services for small populations of students.
- Summer academy – support enrichment
- Student opportunities for placement with schools within the RSU
- Art teachers sharing expertise in different mediums.

K-5

- Increased foreign language offerings.
- Increased Special Education resources and support services.
- Shared Visual and Performing Arts services
- Technology

Grades 6-8

- Increased co-curricular opportunities:
 - Fly fishing
 - Music
 - Art
 - Gifted and Talented
 - Jazz
- Increased extra curricular opportunities:
 - Hockey
 - Baseball
 - Swimming
 - Skiing

Transition into High School:

It is essential that students have a positive transition into high school in order to be

successful. To help students transition successfully into Freeport High School:

- The High School hosts an informational Tea for Parents and students in February.
- Counselors meet with each student and parent for an hour long session to discuss courses for ninth grade and the transition process.
- High school students and staff visit the respective eighth graders in the spring to discuss what the high school life is like, to answer questions and to begin a rapport with the incoming ninth grade class.
- Over the summer the incoming ninth graders are grouped together with upper class students as part of a mentor program.
- Students are given information about athletic programs offered over the summer and the preseason schedule – it is encouraged that students partake as the camaraderie eases the transition process.
- The first day of school is a day that is set aside specifically for ninth graders, their parents and the student mentors.
- Each student is assigned to an advisory.

As part of the transition process, all students are encouraged to take part in the various activities and opportunities that high school has to offer. It is the goal of the transition program for all students to connect with both the adults and other students in the high school.

Grade 9-12

- More course offerings
- More electives and AP offerings.
- Offering summer support programs
- Fewer singletons
- More opportunities to participate in co and extra curricular activities due to size of high school student body.
- Expanded co and extra curricular activities:
 - 9th grade teams
 - Robotics
 - Animation
 - Development of more varsity sports (football, hockey etc.)
- Ownership of high school by all communities.
- The prospect of being placed higher on the state allocation list for renovations and expansion opportunities.
- The benefits that occur when students from different communities meld:
 - Diversity
 - Increased social and academic opportunities.

Potential Opportunities for Staff:

- Professional development opportunities.
- Curriculum and data comparisons
- Enhancement of Professional Learning Communities (PLC's).
- Teacher Induction Programs: recruiting and retention.

- Common calendar
- Leadership opportunities/ collaborative efforts.
- Graduate courses that are custom designed to address District needs.
- Regular education and Special Education teachers would benefit from a more uniform and reliable system for modifications and accommodations.
- Teachers and Specialists have job-alike peers for Professional Learning Communities.
- Response to Intervention strategies. (RTI)
- Greater collective expertise/knowledge in regard to teaching methods, management, strategies.
- Sharing of staff
- A uniform K-12 system for student information to help facilitate student placement and assure continuous progress for each student.
- A more aligned and consistent k-8 curriculum and expectations that would facilitate Grade 9-12 course and program design and staffing patterns.

Summation/Recommendations:

This committee finds that consolidation could present many opportunities for program enhancement and provide a framework to strengthen educational delivery to our students. For that to occur successfully there must be a balance of structural supports and systematic change that consistently promotes the success of all students. Towards accomplishment of that goal our committee makes the following recommendations.

Curriculum

- The RSU establish a full time curriculum coordinator.
- The RSU develop a consistent K-12 curriculum and incorporate appropriate funding and professional development. (Priority areas being math, writing and reading).
- The RSU aligns its curricula for grades 6-8 to facilitate the successful transition of students into a single high school.

Data systems and grading

- The RSU establish a consistent grading system in grades 6-12.
- The RSU establish a committee to determine grading practices and reporting methods in grades K-5.
- The RSU establish a universal student data system for the benefit of placement and informational purposes.
- The RSU continue using NWEA, and/or some other summative assessment, and provide professional development on the use of data to inform teaching and learning.

Student interventions and supports

- The RSU put in place the proper supports to ensure that each student is able to be successful.
- The RSU provide specialists in literacy and math to support teachers in grades K-12 to facilitate classroom instruction and to give direct instruction to students.
- The RSU adopt a program that addresses early intervention AND provides supports for all at-risk students.
- The RSU provide a comprehensive Gifted and Talented program for all identified students throughout the district.
- Shared support and resources for health professionals.

Professional Development

- The RSU will need to develop a common calendar with aligned professional development activities.
- The RSU increase the number of professional development days for PLC's to meet and for teacher groups to examine data to review and revise programs.
- The RSU provides adequate professional development time to transition into a consolidated district, with the purpose of aligning teaching and learning strategies to support student success.

Communications

- Use school district consolidation to foster better communication and transparency in decision-making
 - Recognize the importance of ensuring timely and effective communication among staff within schools, as well as dispensing information into the three communities.
 - Develop communication formats that inform and engage staff, students, parents and the community for the purpose of stimulating comprehensive involvement in the educational process.
 - Communication is vital during the transition process and should be considered a cost.
 - Part of the communication should entail a description of the schools within the RSU, the programs offered, and what makes each school unique.
- The RSU should review district goals currently in place, prioritize and meld those with our recommendations in order to first compose a philosophy/mission statement, and then formulate short-term and long-term educational goals with specific timelines. The outcome of those two tasks would create clarity of purpose in the hiring of administration and staff.

Exhibit 7 A.1

A list of all written individual employment contracts:

Durham:Administrators

Position	Incumbent	Contract Expiration
Superintendent	Shannon L. Welsh	June 30, 2010
Principal	William Pidden	June 30, 2009
Asst. Principal	vacant	

Other Individual Contracts:

Position	Incumbent	Contract Expiration
Director of Facilities	Robert Lussier	June 30, 2009
Food Service Manager	Martha Poliquin	June 30, 2009

Freeport:

Diane	Boucher	Administrator
Holly	Couturier	Administrator
Judy	Goodenow	Administrator
Chris	L'Abbe	Administrator
Kathleen	Marquis-Girard	Administrator
Joan	Nason	Administrator
Dennis	Ouellette	Administrator
Russell	Packett	Administrator
Craig	Sickels	Administrator
Robert	Strong	Administrator
Elaine	Tomaszewski	Administrator
Cheryl	White	Administrator
Beth	Willhoite	Administrator
Jeff	Brazee	Administrator

MSAD #62:

Position	Incumbent	Contract Expiration
Superintendent	Contract	June 30, 2009
Pownal Elementary Principal	Buckley Edward	June 30, 2010

Exhibit 7 A.2

A list of all employees who do not have written individual employment contracts:

Durham

Allard, Priscille	Busdriver
St. Michel, Kathy	Cafeteria Worker
Breton , Betty	Cafeteria Worker
Chabot , Diane	Ed tech
Koenig, Sue	Ed tech
Gorey , Phyllis	Ed tech
Ricker, John	Ed tech
St. Michel , Robin	Ed tech
Stritch, Alicia	Ed tech
Campbell, Erin	Ed tech
Colburn, Stacey	Ed tech
Dostie, Maureen	Ed tech
Vigneault, Stephanie	Ed tech
Herling, Brenda	Nurse
Matthews, Crystal	Custodian
Pynchon, Peter	Custodian
Clarke, Tiffany	Custodian
Purinton, Deborah	Admin. Secretary
Pinette, Rose	Secretary

The list below includes employees who work on an at will basis for School Union 30, who are not covered by an individual contract or collective bargaining agreement. These positions and the people in the positions will be assigned to either the Lisbon School Department consolidation plan or the Durham School Department consolidation plan at a later date, depending upon the recommended RSU District Office organization described within each plan.

Maureen Williams	Office Mgr./HR Coordinator
Sheila Clifford	Administrative Assistant
Connie Wilson	Accounts Payable
Jeanine May	Bookkeeper
Sybill Brewer	Data and Research Specialist
Cindy Keil	Secretary
Linda Cummings	Special Ed. Administrative Secretary

Freeport:

Ginny	McManus	Admin. Asst. to Supt
Elizabeth	Burt	Adult Ed Coordinator
Meredith	Charest	Aspirations Director
Joy	Campbell	Bookkeeper
Andrea	Conner	Bookkeeper/Facilities Scheduler
Nicole	Gagnon	Child Care Coordinator
James	Grant	Computer Coordinator
Nancy	Aloisio	Food Services
Susan	Baker	Food Services
Deanna	Coro	Food Services
Laurie	Cote	Food Services
Dorothy	Curtis	Food Services
Linda	Davenport	Food Services
Rena	Frank	Food Services
Sharon	Huntley	Food Services
Amanda	Kesseli	Food Services
Stephanie	Moyer	Food Services
Carol	Andrews	Food Services
Steve	Putnam	FPAC Manager
Jeremy	Arsenault	Maintenance
John	Oliver	Maintenance
Robert	Parlin	Maintenance
Anthony	Johnson	Recreation Coordinator
Kevin	Cyr	Technology Assistant
Deb	Gould	ASL Interpreter

MSAD#62:

Tracy	Borden	Bus Driver
Karen	Sylvain	Bus Driver
Beryl	White	Bus Driver
Donelle	Neilson	Secretary
Melissa	Russell	Secretary
Kim	Calnan	Secretary
Lynda	Hartzell	Nurse
Ann	Pierce	Ed. Tech
Kim	Ordway	Ed. Tech
Cheryl	Page	Ed. Tech
Armon	Duford	Custodian
Breanne	Raymond	Bus Driver/Custodian

Exhibit 7 B

List of all school collective bargaining agreements:

SAU	Position Included in Bargaining Unit	Termination Date	
Pownal	Pownal Teachers Association	31-Aug-2011	Professional staff
Freeport	Educational Support Professionals	31-Aug-2011	Ed Techs, tutors, cust., drivers, secretaries, clerks
Freeport	Freeport Education Association	31-Aug-2009	Professional staff
Durham	Durham Teachers Association	31-Aug-2009	teachers, guidance, librarian
Durham	Durham Educational Support Personnel	30-Jun-2009	Hourly support personnel

Exhibit 7 C. 1.

List of contracts to which the school districts are a party and that will be in effect as of the RSU's operational date:

Durham:

Contract	Amount	Expiration
#03-1 1 Bus Contract	\$54,014.43	6/30/2009
#03-2 1 Bus Contract	\$44,480.15	6/30/2009
ADDENDUM to Bus Contract		
#03-2	\$10,473.19	6/30/2009
#04-1 2 Bus Contract	\$98,490.38	6/30/2009
#06-1 2 Bus Contract	\$91,199.85	6/30/2009
Total	\$298,658.00	

Freeport:

List of Contracts to which the SAU's are a party

SAU	Contract	Termination
Freeport	Mechanical Services	June 30, 2009
	Norris (alarm monitoring)	June 30, 2009

MSAD#62:

List of Contracts to which the SAU's are a party

SAU	Contract	Termination
M.S.A.D. #62	First Student -Bus	June 30, 2010

Exhibit 7 C. 2.

List of contracts the RSU shall assume as of the operational date:

Durham:

None at this time

Freeport:

None at this time

MSAD#62:

None at this time

Exhibit 7 C. 3.

List of contracts the RSU shall seek to terminate or negotiate for termination prior to the RSU's operational date:

Durham:

None at this time

Freeport:

None at this time

MSAD#62:

None at this time

REC'D SEP 18 2008

September 18, 2008

Dear Commissioner Gendron,

Enclosed is the response from the Durham/Freeport/Pownal RPC to your letter of September 11, 2008 detailing the DOE review of our requested revisions to our original submittal. Each of the items referenced in your letter have been addressed with additional data or deletion, and an updated submittal page and a copy of your letter are enclosed.

Specifically, the revisions are:

- In Section 12 additional data about estimated cost savings has been included, as requested.
- In section 13 the text has been deleted.
- In Section 13-D, subsection 1. The single sentence paragraph that reads-"Each of the above tuition contracts-----" has been deleted.
- In Section 13-D, subsection 1. A new paragraph that clarifies responsibility, if any, for transportation of tuition students has been added at the bottom of subsection 1.

We believe that these changes address all of the items that were cited in your letter. We are hopeful for a timely approval so that we will be able to have a November 4, 2008 referendum, vote on the plan.

Again, we are appreciative for the assistance received from the Reorganization Team and members of your Department. Also, we thank you for your consideration of this submittal. If further information or clarification will assist in completing the review, please contact us.

Respectfully submitted,

Laurie Poissonnier

Laurie Poissonnier

RPC Tri-Chair, Durham

John Gleason

John Gleason

RPC Tri-Chair, Freeport

Paul Schumann

Paul Schumann

RPC Tri-Chair, Pownal